



BellSouth Telecommunications, Inc.
333 Commerce Street
Suite 2101
Nashville, TN 37201-3300

guy.hicks@bellsouth.com

Guy M. Hicks
General Counsel

615 214-6301
Fax 615 214-7406

December 5, 2000

VIA HAND DELIVERY

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: *Approval of the Amendment to the Resale Agreement Negotiated by BellSouth Telecommunications, Inc. and NOW Communications, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No. 00-00781

00-01090

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, NOW Communications, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and thirteen copies of the attached Petition for Approval of the Amendment to the Resale Agreement.

Thank you for your attention to this matter.

Sincerely yours,

Guy M. Hicks

cc: Mr. Larry Seab, NOW Communications, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of Amendment to the Resale Agreement Negotiated by BellSouth Telecommunications, Inc. and NOW Communications, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. 00-00781 → 00-01090

PETITION FOR APPROVAL OF AMENDMENT TO
THE RESALE AGREEMENT NEGOTIATED BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND NOW COMMUNICATIONS, INC.
PURSUANT TO THE
TELECOMMUNICATIONS ACT OF 1996

COME NOW, NOW Communications, Inc. ("NOW") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Resale Agreement dated August 1, 2000 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, NOW and BellSouth state the following:

1. NOW and BellSouth have successfully negotiated an agreement providing for the resale of BellSouth's telecommunications services to NOW. The Resale Agreement was approved by the Tennessee Regulatory Authority ("TRA") on November 21, 2000.

2. The parties have recently negotiated an amendment to the Resale Agreement which replaces Pages 3, 4, and 5 of Part A of the General Terms and Conditions. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, NOW and BellSouth are submitting their Amendment to the TRA for its consideration and approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between NOW and BellSouth within 90 days of its

submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. NOW and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

NOW and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 8 day of Feb, 2000.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

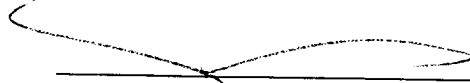
By: 

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Resale Agreement on the following via United States Mail on the 5th day of SEP, 2000:

Larry Seab
NOW Communications, Inc.
713 Country Place Drive
Jackson, MS 39208



Guy M. Hicks

Amendment to the Resale Agreement
By and Between BellSouth Telecommunications, Inc.
And
NOW Communications, Inc.
Dated October 6, 2000

Pursuant to this Agreement, (the "Amendment"), NOW Communications, Inc. ("NOW"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated August 1, 2000 ("Agreement").

WHEREAS, BellSouth and NOW entered into an Interconnection Agreement on August 1, 2000, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:


1. The Agreement entered into between BellSouth and NOW is hereby amended to replace Pages 3, 4, and 5 of Part A of the General Terms and Conditions in the Agreement that referred to "CLEC-1" as the reseller instead of NOW with the attached Pages 3, 4, and 5 of Part A of the General Terms and Conditions.

2. All of the other provisions of the Agreement, dated August 1, 2000, shall remain in full force and effect.

3. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

NOW Communications, Inc.



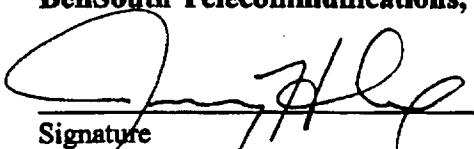
Signature
Larry W. SEAB

Printed Name
PRESIDENT / CEO

Title
10/6/00

Date

BellSouth Telecommunications, Inc.



Signature
Jerry D. Hendrix

Printed Name
Sr. Director

Title
10/17/00

Date

3. Ordering Procedures

- 3.1 NOW shall provide BellSouth its Carrier Identification Code (CIC), Operating Company Number (OCN), Group Access Code (GAC) and Access Customer Name and Address (ACNA) code as applicable prior to placing its first order.
- 3.2 The Parties agree to adhere to the BellSouth Local Interconnection and Facility Based Ordering Guide and Resale Ordering Guide, for the services ordered.
- 3.3 NOW shall pay charges for Operational Support Systems (OSS) as set forth in this Agreement in Attachment 1 and/or in Attachment 2, 3, 5 and 7 as applicable.

4. Parity

When NOW purchases, pursuant to Attachment 1 of this Agreement, telecommunications services from BellSouth for the purposes of resale to end users, BellSouth shall provide said services so that the services are equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to its affiliates, subsidiaries and end users.

5. White Pages Listings

BellSouth shall provide NOW and their customers access to white pages directory listings under the following terms:

- 5.1 Listings. NOW shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include NOW residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings will make no distinction between NOW and BellSouth subscribers.
- 5.2 Rates. BellSouth and NOW will provide to each other subscriber primary listing information in the White Pages for a non-recurring charge.
- 5.3 Procedures for Submitting NOW Subscriber Information are found in BellSouth's Ordering Guide for manually processed listings and in the Local Exchange Ordering Guide for mechanically submitted listings.
- 5.3.1 Notwithstanding any provision(s) to the contrary, NOW agrees to provide to BellSouth, and BellSouth agrees to accept, NOW's Subscriber Listing Information (SLI) relating to NOW's customers in the geographic area(s) covered by this Interconnection Agreement. NOW authorizes BellSouth to release all such NOW SLI provided to BellSouth by NOW to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time. Such NOW SLI shall be intermingled with BellSouth's own customer

listings of any other CLEC that has authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain state commission approval of any necessary modifications to Section A38.2 of its tariff to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth's liability thereunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the commission of such state has approved modifications to such tariff.

- 5.3.2 No compensation shall be paid to NOW for BellSouth's receipt of NOW SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of NOW's SLI, or costs on an ongoing basis to administer the release of NOW SLI, NOW shall pay to BellSouth its proportionate share of the reasonable costs associated therewith.
- 5.3.3 BellSouth shall not be liable for the content or accuracy of any SLI provided by NOW under this Agreement. NOW shall indemnify, hold harmless and defend BellSouth from and against any damages, losses, liabilities, demands claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate NOW listings or use of the SLI provided pursuant to this Agreement. BellSouth shall forward to NOW any complaints received by BellSouth relating to the accuracy or quality of NOW listings.
- 5.3.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.
- 5.4 Unlisted/Non-Published Subscribers. NOW will be required to provide to BellSouth the names, addresses and telephone numbers of all NOW customers that wish to be omitted from directories.
- 5.5 Inclusion of NOW Customers in Directory Assistance Database. BellSouth will include and maintain NOW subscriber listings in BellSouth's Directory Assistance databases at no recurring charge and NOW shall provide such Directory Assistance listings at no recurring charge. BellSouth and NOW will formulate appropriate procedures regarding lead-time, timeliness, format and content of listing information.
- 5.6 Listing Information Confidentiality. BellSouth will accord NOW's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to NOW's customer proprietary confidential directory information to those BellSouth employees who are involved in the preparation of listings.

5.7 Optional Listings. Additional listings and optional listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.

5.8 Delivery. BellSouth or its agent shall deliver White Pages directories to NOW subscribers at no charge or as specified in a separate BAPCO agreement.

6. **Bona Fide Request/New Business Request Process for Further Unbundling**

If NOW is a facilities based provider or a facilities based and resale provider, this section shall apply. BellSouth shall, upon request of NOW, provide to NOW access to its network elements at any technically feasible point for the provision of NOW's telecommunications service where such access is necessary and failure to provide access would impair the ability of NOW to provide services that it seeks to offer. Any request by NOW for access to a network element, interconnection option, or for the provisioning of any service or product that is not already available shall be treated as a Bona Fide Request/New Business Request, and shall be submitted to BellSouth pursuant to the Bona Fide Request/New Business Request process set forth following.

6.1 A Bona Fide Request/New Business Request shall be submitted in writing to NOW's Account Manager by NOW and shall specifically identify the requested service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request also shall include NOW's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business.

7. **Court Ordered Requests for Call Detail Records and Other Subscriber Information**

To the extent technically feasible, BellSouth maintains call detail records for NOW end users for limited time periods and can respond to subpoenas and court ordered requests for this information. BellSouth shall maintain such information for NOW end users for the same length of time it maintains such information for its own end users.

7.1 NOW agrees that BellSouth may respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to NOW end users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request.

7.2 Where BellSouth is providing to NOW telecommunications services for resale or providing to NOW the local switching function, then NOW agrees that in those cases where NOW receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to NOW end users, if NOW does not have